

State of Wisconsin
Wis. Statutes s.16.75
DOA-3070 (R08/2003)
BIDS MUST BE SEALED AND ADDRESSED TO:
AGENCY ADDRESS:

Department of Health and Family Service
Division of Children and Family Services
Bureau of Milwaukee Child Welfare
1550 N Rivercenter Drive Suite 220
Milwaukee WI 53212

REQUEST FOR BID

THIS IS NOT AN ORDER

BIDDER (Name and Address)

☐ Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **1557-BMCW-SM**. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

October 16, 2006 4:00 PM

(Contact for further information)

Name **Purchasing Manager** Phone

Susan McKercher 608 267 7637

(Contact for further information)

Name **Program Manager** Phone

Martha Johnson 414-220-7033

Date:

September 14, 2006

Fax bids are not accepted

Qty	Unit (1 hour)	Description	Price Per Hour	
		Interpreting/Translation Services for the Bureau of Milwaukee Child Welfare Office (Please provide an hourly rate inclusive of all costs including any incidental See Sec. 7.3 of RFB)		

Payment Terms **Per RFB**

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()	
		Fax ()	
Signature of Above	Date	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

**REQUEST FOR BID (RFB)
RFB 1557- BMCW-SM**

FOR
Translation Services for the
Bureau of Milwaukee Child Welfare

Issued by:
State of Wisconsin
Department of Health and Family Services
Division of Children and Family Services

BIDS MUST BE SUBMITTED NO LATER THAN 4:00 PM
October 16, 2006

FAXED, E-MAILED OR
LATE BIDS WILL BE REJECTED

TIME TABLE

The following schedule is anticipated for this procurement. **These dates are subject to change at the sole discretion of the State.**

DATE	EVENT
September 14, 2006	Date of issue of the RFB
September 25, 2006	Notice of Intent to Bid
September 25, 2006	Deadline for receipt of written questions
September 29, 2006	BMCW reply to written questions
October 16, 2006	Bids Due
October 16, 2006	Public Bid Opening
October 18, 2006	Notice of Intent to Award
November 1, 2006	Contract Start Date

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ATTACHMENTS

- **Attachment A** - Standard Terms and Conditions (DOA-3054)
- **Attachment B** - Supplemental Standard Terms & Conditions (DOA-3681)

REQUIRED FORMS

- Vendor Information Data Sheet (DOA-3477)
- Substitute W-9 form (DMT-9013)
- WI's Cooperative Purchasing Svc Vendor Agreement (DOA-3333)
- Vendor Reference Data Sheet (DOA-3748)
- Proprietary Information (DOA-3027)
- Request For Bid Form (DOA-3070) (**Cover Sheet**)

PART I - GENERAL INFORMATION

1.1 PURPOSE

The Wisconsin Department of Health & Family Services (DHFS) is soliciting bids on behalf of the Division of Children and Family Services (DCFS), Bureau of Milwaukee Child Welfare (BMCW) to contract with a single vendor to provide interpretation and translation services to the BMCW's state staff that deliver CPS services at the three decentralized child welfare service Regions and Administrative Office. Services will be provided in accordance with the terms, conditions and specifications herein. The location and addresses of the Administrative Office, and the three decentralized child welfare Regions are set forth in Exhibit I.

This document provides interested bidders with information on preparing and submitting an official bid for language interpretation and document translation for Non-English speaking persons and interpretation for the deaf and hard of hearing as set forth in the RFB. Bidders are required to have the capacity to translate all of the required languages and to meet each of the three designated needs the BMCW as identified in section 2.1. In order to meet the requirements of this RFB, bidders will be permitted to sub-contract in accordance with the provisions of Section 4.9.

The contract resulting from this RFB will be administered by the Bureau of Milwaukee Child Welfare.

1.2 CONTRACT ADMINISTRATOR

The Agency Contract Administrator for this contract will be Jacqueline Sommers Smith, BMCW, 1555 N. Rivercenter Drive, Suite 220, Milwaukee, WI 53212. The Contract Administrator will represent the Department's interest and rights under this contract. Contractor must provide the name of a Contract Administrator after the award.

1.3 CONTRACT TERM AND LENGTH

The Bureau of Milwaukee Child Welfare expects to enter into a contract for interpretation and translation services for the period of November 1, 2006 through June 30, 2007 with up to three one year renewals. Renewals are contingent upon satisfactory vendor performance, State of WI funding availability, and mutual agreement between the Bureau of Milwaukee Child Welfare and Contractor.

1.4 AVAILABLE FUNDS

A maximum of \$ 65,000.00 annually is available to award under this RFB.

1.5 WHO MAY BID

Any agency that has the capability to meet the needs/specifications in this RFB is eligible to bid. The successful bidder must demonstrate to the BMCW their interpreters are competent to conduct interpretations and translations as required by this RFB.

Each bidder must submit to the BMCW the assessment process by which they determine interpreters to be utilized under this RFB are competent and capable to meet the required scope of work.

1.6 BACKGROUND

Wisconsin Act 27 directed the Wisconsin Department of Health and Family Services, Bureau of Milwaukee Child Welfare (BMCW) to administer child welfare services in Milwaukee County effective January 1, 1998. Prior to that date the Milwaukee County Human Services Department (MCHSD) was responsible for administering child welfare services in Milwaukee County.

Public child welfare services are provided to children and their families to keep children safe when their families are unable to protect them from harm. These services include providing intake and investigation services to determine if a child has been abused or neglected, ongoing case management services for children placed in out of home care and services to children whose parents have had their parental rights terminated and the child has been placed for adoption. In addition, child welfare services are provided to families who request the assistance of the BMCW in coordinating support services for children with special needs.

1.7 DEPARTMENT ORGANIZATION

The Department of Health and Family Services (DHFS, referred to as Department in this document) has overall responsibility for the administration of child welfare programs in Wisconsin. The Bureau of Milwaukee Child Welfare, which is located within the Division of Children and Family Services, holds the direct responsibility for administering child welfare services in Milwaukee County. Services are provided from a central Administrative Office located in the City of Milwaukee and three service-delivery Regions located throughout the County.

1.8 PROGRAM DEFINITIONS

The following definitions are used throughout the RFB:

“Agency” means the WI Department of Health & Family Services

“Vendor/Bidder” means a firm submitting a bid in response to this RFB

“State” means the State of Wisconsin

“DHFS” means the Department of Health & Family Services

“DCFS” means the Division of Children and Family Services

“BMCW” means the Bureau of Milwaukee Child Welfare

“Contractor” means the Bidder awarded the contract

“Target Language” means the language which must be interpreted or translated into English for the benefit of BMCW staff. Target languages include but are not limited to Spanish, Hmong, Laotian, Somali and Serbian. (Target language also includes interpretation for the deaf and hard of hearing.)

PART II - SPECIFIC CONTRACT REQUIREMENTS

2.1 SCOPE

The BMCW includes state employed CPS staff at three decentralized state child welfare Regions and one Administrative Office. State CPS staff, at each of the three Regions and the Administrative Office, have a need for interpretation and translation services in the performance of their duties. The role of the successful bidder will be to assist the BMCW staff in the performance of their duties by interpreting and/or translating a designated target language (including sign language) to and from English.

In order to meet the scope of work set forth in the RFB it is anticipated that the BMCW will require the services of one or more translators and interpreters seven days a week, twenty-four hours a day for all target languages and deaf and hard of hearing clientele.

At all times during the performance of their duties under the contract to be awarded the successful bidder will be working with and assisting a state employed BMCW social worker. The performance of all duties under this contract will take place in the County of Milwaukee.

In order to perform the various duties required under the RFB it will be the responsibility of the Contractor to coordinate the use of its interpreters, sub-contractors and other employees. All requests for the off-site use of interpreters will be made through the Contractor's offices.

The interpreters will provide interpretation support to BMCW workers and staff during the workers performance of their Intake, Initial Assessment, After Hours and CRT duties.

2.2 INTAKE (Telephone Conference Calls)

During the hours of 8:00 am and 5:00 p.m., Monday through Friday, the BMCW's state employed Intake staff receive telephone calls from the general public regarding reports of alleged child maltreatment. The BMCW Social Worker will assist the reporter (caller) in providing information and identifying possible maltreatment.

In the event that the caller is not proficient in English it will be necessary for the caller's report to be translated into English. The successful bidder must be able to provide an interpreter who is able to simultaneously translate the target languages from and to English while both BMCW staff and the non-English speaking caller are on the telephone. The target languages are primarily Spanish, Laotian, Hmong, Somali and Serbian.

Interpretation connect time commences when the appropriate target-language interpreter is on the line and able to act. It ends when the BMCW representative hangs up. Response times or wait times shall not contribute to total charges for a call.

2.3 INITIAL ASSESSMENTS

During regular business hours, between 8:00 am and 5:00 pm, a BMCW Initial Assessment Social Worker is required to conduct assessments of child safety in response to reports received of alleged child maltreatment. Initial Assessments involve face to face contact with a family member and must occur within a designated response time. Response times are designated as (1) zero to 2 hours; (2) same day; (3) within 24 hours and (4) within 2 to 5 days.

Assessments can be conducted at the homes of the family, at one of the three BMCW Regions or at identified off site locations including but not limited to hospitals and Children's Court. An interpreter is required to meet the BMCW worker at the location provided within the response time designated at the time service is requested.

A. On-Site Hours

A qualified bilingual Spanish interpreter will be located at the Region 3 - 1205 S. 70th Street child welfare office on a part time basis, 20 hours per week, 52 weeks per year (*except State holidays) during the following business days and times, Monday through Friday. The BMCW reserves the right to modify the on-site interpreters daily work schedule in order to meet its interpretation and translation needs. For purposes of submitting a bid it should be assumed that the weekly work schedule would be 20 hours per week.

1.	Monday	1 pm to 5 pm
2.	Tuesday	1 pm to 5 pm
3.	Wednesday	1 pm to 5 pm
4.	Thursday	1 pm to 5 pm
5.	Friday	1 pm to 5 pm

(*State holidays are Dr. Martin Luther King Jr.'s Birthday (third Monday in January), Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day.)

It is anticipated that the successful bidder will utilize additional Spanish-speaking interpreters to perform any of the designated duties that the on-site interpreter is unable to perform before, during, and after the on-site staff hours because of time constraints or multiple requests during the on-site interpreters normal work schedule.

B. On Site Duties

1. The on-site interpreter will be responsible for interpreting Spanish to English and English to Spanish on behalf of BMCW community clientele that walk into the Region 3 - 1205 S. 70th Street child welfare office.
2. The on-site interpreter will translate specific information obtained from BMCW clientele regarding reports of cases of alleged maltreatment.

3. The on-site interpreter will provide telephone interpretation and support to BMCW state employed staff and to Spanish speaking BMCW clientele who either do not speak English or who are not proficient in English. Interpreters will translate from English to Spanish and Spanish to English.
4. The on-site interpreter will provide for the translation and preparation of standardized form letters on behalf of BMCW state employed staff and on behalf of families and individuals served by the BMCW. Letters must be prepared by the successful bidder at approximately a fifth grade reading level and must be understandable to a general audience.

C. Off Site Duties

1. The on-site Interpreter will provide interpretation services at off site locations in the homes of families served by the BMCW in Milwaukee County or other locations designated at the time service is needed.

2.4 AFTER HOURS

During the hours of 5:00 pm and 8:00 am, Monday through Sunday and holidays, an interpreter must be able to meet a BMCW state employed social worker at the location provided to the interpreter within 30 to 45 minutes of the request.

2.5 CRT

During the hours of 4:30 pm and 12:00 am, Monday through Sunday and holidays, an interpreter must be able to meet a BMCW state employed social worker at the location provided to the interpreter within 30 to 45 minutes of the request.

2.6 BUDGET

In addition to the aforementioned information prospective Bidders will use the following annual caseload assumptions to create a budget and to develop a bid amount:

a. Intake

During calendar year 2005 the BMCW Intake line received approximately 100 requests for telephone conference calls for oral interpretation. The average length of time for each telephone conference call was 17 minutes.

b. Initial Assessments

During calendar year 2005, the BMCW conducted approximately 892 Initial Assessments which required Spanish interpretation. Not including the requests for calls

to set up appointments and the occurrences which result in a client no-show, the average time needed to complete each of the aforementioned Initial Assessments was approximately 52 minutes.

During the timeframe that the Region 3 - 1205 S. 70th Street child welfare office on-site Spanish interpreter was on site, they generated an approximate total of 622 Assessments for the BMCW. Approximately 63 percent of the Initial Assessments, or 564 Assessments, were just for Region 3 - 1205 S. 70th Street. The remaining 58 Assessments that needed Spanish interpretation during the on-site timeframe were generated by Regions 1 and 2. There were approximately 270 Spanish interpretations conducted outside of the on-site interpreter's timeframe for the entire Bureau.

During calendar year 2005 the BMCW received approximately 45 requests for Hmong and Laotian interpretation.

During calendar year 2005 the BMCW received approximately 22 requests for sign-language interpretation.

During calendar year 2005, approximately 34 documents were translated taking an average of 1.5 hours per document.

c. After-Hours

During calendar year 2005 there were approximately 14 After Hours requests for interpretation services. The time needed to complete each After Hours request averaged 12 minutes.

d. CRT

During calendar year 2005 there were approximately 11 CRT requests for interpretation services. The time needed to complete each CRT request averaged 18 minutes.

During calendar year 2005 the Answering Service received approximately 29 calls requiring interpretation services. The time of each call averaged 9 minutes.

PART III - TRAINING

After the contract is signed, but prior to the contract start date, the BMCW will provide the contract agency and staff with a general overview and background of the BMCW and the duties of the BMCW's Intake, Initial Assessment, After Hours and CRT staff. The BMCW reserves the right to determine if and when additional training is needed during the course of the contract.

The purpose of the training will be to increase the interpreters' effectiveness in assisting both the Intake, Initial Assessment, After Hours and CRT workers in accomplishing their duties. Training will be paid for under the contract.

PART IV - GENERAL PROGRAM REQUIREMENTS

The following items are required to ensure the continuation of funds. These requirements will form part of the contract used to award these funds. Failure to comply with these requirements can result in disallowances of expenditures or termination of the agreement.

4.1 ACCEPTANCE OF PROPOSAL CONTENT

A successful bidder who receives this award will be obligated to meet all requirements mandated within this RFB. Mandated requirements include RFB narrative which reads “must”, “must ensure”, “is responsible for ensuring” and any other statement which designates a specific action or responsibility.

4.2 ALLOWABLE COSTS

A successful bidder will be required to comply with the DHFS *Allowable Cost Policy Manual*. A copy of the DHFS *Allowable Cost Policy Manual* is available at the BMCW Administrative Office.

4.3 REPORTS AND DOCUMENTATION

Reports and documentation of both programmatic and fiscal activity will be required for the purpose of documenting the satisfactory meeting of contract responsibilities, in accordance with the requirements contained within this RFB and in the final contract.

As part of its contract obligations, the successful bidder shall, at the option of the DCFS, appear before the DCFS administrators or any other persons or groups, including committees or the Legislature, to clarify findings and to answer any questions at any time during or after the contract period.

4.4 NEWS RELEASES

News releases pertaining to this award or any part of the proposal shall not be distributed without the prior written approval of the DCFS.

4.5 LEGAL SERVICES

Contract funds may be used to provide legal advice to the program for purposes of carrying out its contract obligations. Funds cannot be used to support any legal actions taken against the federal or state government, including contract disputes that might arise with the DCFS.

4.6 EMPLOYMENT

The successful bidder will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide

services relating to this agreement without the written consent of the employer of such person or persons and of the DCFS.

4.7 DUAL EMPLOYMENT

Section s. 16.417, Stats., prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation within the same one-year period as the resulting contract. This prohibition applies only to individuals and does not include corporations or partnerships.

4.8 SUB-CONTRACTING

If a bidder plans to use subcontractors for any components of the required services, this should be clearly explained and costed out separately in the application. However, the prime contractor will be solely responsible for ensuring the performance of all aspects of the contract.

The use of subcontractors at any time during the contract period by the successful bidder for any portion of the scope of work detailed in the RFB is subject to the prior written consent of the DCFS Administrator. The DCFS Administrator may request such additional information and written assurances as deemed necessary to ensure that only qualified, competent agencies or groups perform services under the contract, and to ensure that the required scope of work is performed in a professional manner.

4.9 MINORITY BUSINESS

The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and has a goal of placing five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found in Wisconsin Statutes 15.107 (2), 16.75 (4), and 16.755 and 560.036 (2). The contracting agency is committed to the promotion of minority business in the State's purchasing program.

With this procurement, the successful vendor will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The DHFS will require a quarterly report of purchases of such supplies and services necessary for the implementation of the contract. A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608) 267-7806.

4.10 AUDITS

The successful bidder will submit to the DCFS a certified annual audit report within 180 days of the close of the fiscal year. The audit shall be conducted and reports submitted in accordance with applicable state and federal regulations and guidelines and professional standards, including, but not limited to Office of Management and Budget Circulars A-133 and

A-128; the DHFS Provider Agency Audit Guide; the DHFS Allowable Costs Manual or Financial Management Manual for Counties, Tribes and 51 Boards; the DHFS Numbered Memo Series; s. 46.036, Stats.; and Generally Accepted Auditing Standards.

The DCFS reserves the right to conduct an independent audit of the successful bidder if the organization fails to secure an audit covering all funds, or a follow-up review of selected areas is determined to be necessary. In the event that the successful bidder fails to secure an audit, the DCFS costs for completing an audit will be charged back to that organization.

4.11 TERMINATION OF AGREEMENT

The DCFS may terminate this agreement at its sole discretion with ninety (90) days written notice to the vendor. The State reserves the right to terminate this agreement with less notice if the DCFS determines a breach or default has occurred or it is necessary to protect the best interests of the State. Upon termination, the DCFS liability will be limited to the cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the DCFS.

In the event that either the successful bidder or the DCFS terminates this agreement, for any reason whatsoever, the successful bidder will refund to the DCFS within fourteen (14) days of said termination, all payments made hereunder by the DCFS to the successful bidder for work not completed or costs not incurred.

4.12 INCURRING COSTS

The State of Wisconsin is not liable for any cost incurred by bidders in responding to this RFB.

4.13 WAIVER OF INFORMALITIES

The DCFS will review all proposals submitted by interested bidders. The DCFS further reserves the right to waive minor informalities. The determination of whether an RFB condition is substantive or a mere informality shall reside solely with the DCFS.

4.14 PROPRIETARY INFORMATION

Data contained in the proposal, all documentation provided therein, and materials and innovations developed as a result of this contract award cannot be copyrighted or patented without written authorization from the DCFS. All data, documentation and innovation become the property of the State of Wisconsin and the DCFS. The successful bidder agrees that the DCFS shall have royalty free, non-exclusive and irrevocable rights to reproduce publish or otherwise use and authorize others to use any materials and innovations developed as a result of this contract award. Any copyright material authorized by the DCFS or distribution of materials developed through this contract award will acknowledge use of DCFS funds.

4.15 AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE

The successful bidder or subcontractor to the successful bidder with a contract of an expected value of \$25,000 or more and who has a workforce of 25 or more employees must 1) submit an affirmative action plan for approval to the DCFS within fifteen (15) working days after the contract is awarded. Instructions on preparing the plan and technical assistance regarding this requirement are available from the DHFS Affirmative Action/Civil Rights Compliance Office; and 2) must agree to post in conspicuous places, available for employees and bidders for employment, a notice to be provided by the DCFS that sets forth the provisions of the State of Wisconsin's non-discrimination law. Failure to comply with the conditions of this section may result in the successful bidder or subcontractors becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

No other qualified persons shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to services delivery, and treatment in all programs and activities. In delivering services to adolescents and their families, the successful bidder must ensure civil rights compliance consistent with the Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act.

4.16 REASONABLE ACCOMMODATIONS

The DCFS will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities who are applying for one or more of these contracts. For special needs, contact:

Martha Johnson
Bureau of Milwaukee Child Welfare
1555 N. Rivercenter Drive, Suite 220
Milwaukee, Wisconsin 53212
414-220-7033

4.17 NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the successful bidder and any subcontractor agree not to discriminate against any employee or bidder for employment because of age, race, religion, color, handicap, sex, marital status, physical condition, arrest or conviction record, developmental disability as defined in s. 51.01 (5), Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The successful bidder agrees to post in conspicuous places, available for employees and bidders for employment, notice to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. Except with respect to sexual orientation, the successful bidder and any subcontractors agree to take affirmative action to ensure equal employment opportunities.

4.18 TERMS AND CONDITIONS

Bidders must read the Standard Terms and Conditions Form, DOA-3054 and Supplemental Terms and Conditions Form, DOA-3681 and must agree to the terms and conditions contained therein.

4.19 VENDORNET

VendorNet: The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities. The annual fee of \$125 (\$65 for certified minority businesses and certified work centers) is currently being waived.

The subscription to VendorNet is not a fee to do business with the State of Wisconsin. Alternatively, an organization may read the legal notices of the official state newspaper, the Wisconsin State Journal, to learn about request for bid and request for proposal opportunities over \$25,000 and request a copy from the contracting agency.

4.20 INDEPENDENT PRICE DETERMINATION

By submission of a bid, the bidder certifies, and in the case of a joint bid, each party certifies as to its own organization and in connection with this procurement that:

- (a) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- (b) Unless otherwise required by law, the prices quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other bidder or to any other competitor; and

- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

PART V - ADDITIONAL CONTRACT REQUIREMENTS

- (a) Contractor's employees shall comply with established procedures as defined by DHFS. The DHFS reserves the right to have contractor replace any employee judged to be inadequate in the performance of his/her duties by either the Contractor or DHFS representative.
- (b) Contractor understands and acknowledges that all conversations, translations and interpretations performed under this RFB are strictly confidential and therefore the Contractor and Contractor's employees will maintain the confidentiality of all information Contractor and Contractor's employees become privy to during the performance of its duties under this RFB.
- (c) At all times during the performance of their duties under the contract to be awarded the successful bidder will be responsible for their own transportation to and from the location where services required under this RFB are to be performed.
- (d) The BMCW will pay mileage at the rate of .325 per mile.
- (e) The BMCW does not pay for travel time.

PART VI - TECHNICAL ASSISTANCE AND NOTICE INFORMATION

6.1 TECHNICAL ASSISTANCE

The BMCW will send written clarifications and supplemental information regarding the RFB, if any, only to those parties who have submitted a timely Notice of Intent to Apply. Notice should be submitted to:

Martha Johnson
Bureau of Milwaukee Child Welfare
1555 N. Rivercenter Drive, Suite 220
Milwaukee WI 53212

6.2 NOTICE OF INTENT

Bidders are requested, but not required, to submit a Notice of Intent to Bid by September 25, 2006 as specified in the timetable of this RFB, to the following address:

Martha Johnson
Bureau of Milwaukee Child Welfare
1555 N. Rivercenter Drive, Suite 220
Milwaukee WI 53212

6.3 WRITTEN QUESTIONS

Prospective bidders may submit written questions regarding both technical and contractual provisions of this RFB by the date set forth below. It is incumbent on each prospective bidder to identify to the DCFS any questions, any ambiguities and any need for clarification. The following procedure provides the prospective bidder with the opportunity to ask questions and to request clarification related to the RFB.

The DCFS will accept written questions related to this RFB until 4:00 pm on September 25, 2006 as set forth in the timetable of this RFB. Only written questions will be accepted and should be mailed to:

Martha Johnson
Bureau of Milwaukee Child Welfare
1555 N. Rivercenter Drive, Suite 220
Milwaukee WI 53212

Following this deadline, the questions will be compiled and the DCFS will provide a written response to each question. The DCFS will provide the question and response document to those who submit a Notice of Intent to Bid and to those who request the document.

Any oral responses received by a prospective bidder will not be considered binding on the State unless and until said response is reduced to writing.

6.4 RFB ADDENDA

The Department reserves the right to modify the RFB prior to the bid due date by issuing written addenda. All written addenda to the RFB will become part of the final contract. Again, answers to the written questions and any addenda/clarification to the RFB will be sent only to prospective bidders who submit a Notice of Intent to Apply by the due date or submit a written request for the information to:

Martha Johnson
Bureau of Milwaukee Child Welfare
1555 N. Rivercenter Drive, Suite 220
Milwaukee WI 53212

PART VII - SUBMISSION OF A BID

7.1 METHOD OF BID

Bids must be submitted in a sealed envelope or package. The following information must be included on the outside of the bid envelope or package.

1. Request for Bid Number: "RFB 1557- BMCW-SM"
2. Date of Opening: October 16, 2006
3. Time of Opening: 4:00 p.m.
4. Description of Service for which the bid submitted: Interpretations and Interpretation Services

Any bid, which is inadvertently opened as a result of not being properly and clearly marked, is subject to rejection.

An original and two copies of the bid must be received by Roger Phillips before 4:00 PM on October 16, 2006. The bid must be prepared in accordance with the provisions of this RFB. Bidders mailing their bids must allow sufficient time for delivery of their bids by the date and time specified. A bid received after the deadline for bids will not be accepted and will be returned unopened. **No exceptions will be allowed.** Bids must be submitted separately; i.e. not included with sample packages or other bids.

1. All bids must be typed in a 12-point font and double-spaced.
2. Bidders may submit only one (1) bid.

Unless requested by the Department, no additional information will be accepted from a bidder after the deadline for submittal of bids.

Send bids to:

Wisconsin Department of Health & Family Services
Bureau of Milwaukee Child Welfare
Attn: Roger Phillips
1555 N. Rivercenter Drive, Suite 220
Milwaukee, WI 53212

7.2 FAXED BIDS AND E-MAILED BIDS ARE NOT ACCEPTABLE

7.3 BID PRICE QUOTE

The bid price quote must be submitted on Form DOA 3070 by an hourly rate. The hourly rate quoted must be inclusive of all costs including but not limited to, staffing, vehicles, gasoline, travel time, and administration.

7.4 DESCRIPTION OF ORGANIZATION CAPABILITIES

Provide a summary of organization capabilities, including number of years in business, description of current or past similar contracts with other agencies.

7.5 SUMMARY OF CONTENT REQUIREMENTS OF THE BID

1. Completed and signed Request for Bid Form #DOA-3070 (Attachment H)
2. Completed and signed Substitute W-9 Form DMT-9013 (Attachment C)
3. Vendor Information Data Sheet DOA-3477(Attachment B)
4. WI's Cooperative Purchasing Service Vendor Agreement DOA-3333 (Attachment D)
5. Vendor Reference Data Sheet DOA-3748 (Attachment E)
6. Response to RFB
7. Proprietary Information (DOA-3027)

Bids that are missing any of the above requirements may be subject to rejection.

PART VIII - AWARDING FUNDS INFORMATION

8.1 OPENING OF BIDS

The bid opening will occur on October 16, 2006, 4:00 PM at the Department of Health and Family Services, Bureau of Milwaukee Child Welfare, 1555 N. Rivercenter Drive, Suite 220 Milwaukee, Wisconsin. The bid opening is a public action and is open to attendance by interested bidders and the public. The location of the bid opening may be changed depending on the number of persons in attendance. As each bid is opened, the date and time of the opening will be recorded and the name of the bidder and price quote will be read aloud.

No activity on the part of the bidders at the bid opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any bid by any bidder in attendance may result in the rejection of the bidder's bid.

8.2 WITHDRAWAL OF BID

Bids may be withdrawn by written notice. Bids may be withdrawn in person by the bidder or his/her authorized representative as identified in the bid, providing that his/her identity is made known and he/she signs a receipt for the bid. If a previously submitted bid is withdrawn before the due date and time, the bidder may submit another bid at any time up to the bid due date and time.

8.3 GENERAL BID INFORMATION

The bid abstract will be on file at the Bureau of Milwaukee Child Welfare, 1555 N. Rivercenter Drive, Suite 220, Milwaukee, Wisconsin and is open to public inspection during state business hours after a letter of intent to award a contract has been issued.

The contents of the bid, as accepted by the DCFS, will become part of any contract awarded as a result of the RFB, the RFB addendum, if any, as well as the Standard Terms and Conditions found in Form DOA-3054.

This RFB may or may not result in the award of a contract. The DCFS reserves the right to cancel this RFB at any time and for any reason and to reject any and all bids. Receipt of bids by DCFS confers no right upon the bidder and does not obligate the DCFS or State in any manner.

8.4 MINORITY PREFERENCE

Pursuant to Wis. Stats. s. 16.75(3m), a 5% preference may be granted to **CERTIFIED** Minority Business Enterprises.

8.5 METHOD OF AWARD

An award will be made to lowest responsible bidder. The term “lowest responsible bidder” is defined in State regulations (ADM 6.01)

“Lowest responsible bidder” means the person or firm submitting the competitive bid with the lowest price that meets the specifications contained in the requests for bids. In establishing the lowest responsible bidder, all of the following factors may be considered:

- (a) The financial ability to provide the services required to complete the contract;
- (b) The skill, judgment, experience and resources to complete the contract;
- (c) The necessary facilities, staff, personnel and equipment to complete the contract;
- (d) The demonstrate ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
- (e) The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required; and
- (f) Any other factor determined to be relevant in assessing the bidder’s ability to supply as required.

The DCFS shall be the sole determiner of the lowest responsible bidder. Multiple bids from one vendor will not be accepted.

8.6 PURCHASING AND INVOICING

A. Purchase Orders

A purchase order will be issued for services to the successful bidder for the contract period.

B. Invoicing Procedures

There will be one designated Bureau Interpretation Liaison who will reconcile each month's invoice with all Interpretation Logs received from Bureau staff.

One invoice will be submitted to the Bureau of Milwaukee Child Welfare on a monthly basis for the previous month's interpretations, translations, mileage, and on-site interpreter wages.

The invoice will include the following information:

Date of occurrence

Bureau worker's first and last name

Type of interpretation (Phone, off-site, or translation)

Language

Interpreter name

Exact start and end times

Total time being billed

Mileage

The Contractor should identify a contact person for the Liaison to resolve any discrepancies between the Contractor's invoice and the Bureau's Logs.

8.7 PUBLIC INFORMATION

It is the intention of the state to maintain an open and public process in the submission, review and approval of awards. All material submitted by bidders will be made available for public inspection after Notice of Intent Award or not to award a contract based on the evaluation(s) of the application, which were submitted. This information will be available for public inspection, under supervision, during the hours of 8:00 am to 4:30 pm, Monday through Friday (except holidays) until October 31, 2006 at BMCW, 1555 N. Rivercenter Drive, Suite 220, Milwaukee WI 53212.

Appointments are necessary to ensure that space and staff to provide assistance are available. Appointments can be made by calling Roger Phillips at 414-220-7961.

No entire bid submitted to the state may be marked as confidential, and any materials so marked, by being included in the bid, will be considered public information.

8.8 APPEALS PROCESS

Notices of Intent to Appeal and appeals must be made in writing. Written appeals must fully identify any contested issues and should identify statute(s) and Administrative Code provisions that are alleged to have been violated.

The written Notice of Intent to Protest the contract award must be filed with the Secretary, Wisconsin Department of Health and Family Services, One West Wilson Street, Room 650, Post Office Box 7850, Madison, Wisconsin 53707 and received in his office no later than five (5) working days after the notice of intent to award is issued. The **full, final written protest** must be received in the Secretary's Office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Secretary of the Department of Health and Family Services may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of the appeal to the procuring agency, providing the appeal alleges a violation of statute(s) or a provision of Wisconsin Administrative Code.